



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092924-25

In the matter of: 2, 320 OTTAWA ST S
KITCHENER ON N2G 3T6

Between: Brian Santos Landlord

and

Maverick Pereira Tenant

Brian Santos (the 'Landlord') applied for an order to terminate the tenancy and evict Maverick Pereira (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent (L2 Application).

This application was heard by videoconference on May 19, 2026.

The Landlord's representative, Diane Digiandomenico, and the Tenant attended the hearing.

Determinations:

Tenant's issues

1. The Tenant wanted to raise maintenance issues; however, he acknowledged that he has not properly raised his issues as required by s. 82(2) of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant indicated that he has filed his own application which is pending to be scheduled by the Board.
2. The Landlord's representative was not prepared to respond to the Tenant's issues because the Tenant did not make the Landlord aware of his intention to raise s.82 issues in advance of this hearing. In addition, the Landlord's representative stated the Landlord has addressed and resolved the Tenant's property standards complaint. This was also confirmed by the Tenant.
3. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlords and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing.

4. Rule 19.5 provides that a Tenant who fails to comply with s.19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply. In this case, the Tenant was made aware of the requirements in the Act and the Board's Rules at the January 5, 2026 hearing and by way of an interim order dated January 20, 2026 from Member Anjema. Therefore, I find the Tenant had advance notice of these hearings and several opportunities to properly raise s.82 issues but he did not.
5. For the reasons set out above, I did not hear any evidence or submission regarding the Tenant's s.82 issues. I informed the Tenant that his maintenance issues can be heard once the Board schedules his application.

L1 Application – Non-Payment of Rent

6. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,045.50. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$34.37. This amount is calculated as follows: $\$1,045.50 \times 12$, divided by 365 days.
10. The Tenant has paid \$4,122.00 to the Landlord since the application was filed.
11. It is undisputed that the rent arrears owing to May 31, 2026 are \$13,528.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,045.50 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. Interest on the rent deposit, in the amount of \$28.45 is owing to the Tenant for the period from February 1, 2025 to May 19, 2026.

L2 Application – Persistent Late Payment of Rent

14. The parties have a month-to-month tenancy. The rent is due on the 1st day of each month. I find that the Landlords served the Tenants with a valid Notice to End Tenancy at the End of the Term (N8 Notice).
15. On October 15, 2025, the Landlords gave the Tenant an N8 notice with a termination date of December 31, 2025. During the hearing, the Landlords' representative referred to the N8 notice which provides a detailed breakdown of the payments made by the Tenant.
16. The evidence establishes that the Tenants paid rent late for the months of January 2024 to October 2025. There are 12 late payments and 10 non-payments set out on the notice. Based on the undisputed evidence before me, I find on a balance of probabilities, that the Tenant has persistently failed to pay rent on the date it was due.

17. Since service of the N8 notice, the Tenant has not paid rent for the months of November 2025, December 2025, and January 2026. Payments for the months of February 2026 to March 2026 were late; however, payments for the months of April 2026 to May 2026 were paid on time by the Tenant.

Relief from Eviction

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act.
19. The parties were unsuccessful resolving the issue of rent arrears through a payment plan.
20. The Landlord's representative sought an order to terminate the tenancy.
21. The Tenant testified regarding his income and expenses. He is unemployed and receives ODSP. The Tenant stated that he may file for consumer proposal. He further testified that he is attending school but once he completes his program and internship, he will be seeking employment. He requested to preserve his tenancy.
22. Based on the evidence before me, I find that the tenancy is not viable. The Tenant is unable to afford the current rent, and the arrears have accumulated to \$13,528.00.
23. The Tenant requested a delay of 9 months. The Tenant indicated that he relies on his residential address to attend school and receive financial assistance from the government.
24. I have considered the Tenants' request for delay, and I have also considered the Landlord's objection to the proposed delay. While the Landlord's representative submitted that further delay or payment plan would cause prejudice, no documentary evidence was provided in support of that position. Therefore, I find that a postponement is reasonable to allow the Tenant an opportunity to preserve his tenancy, or if necessary, secure alternative accommodation.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$12,247.58. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$34.37 per day for the use of the unit starting May 20, 2026 until the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

6. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 1, 2026.

May 26, 2026

Date Issued

Adeela Alvez

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 1, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$17,257.53
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,122.00
Less the amount of the last month's rent deposit	- \$1,045.50
Less the amount of the interest on the last month's rent deposit	- \$28.45
Total amount owing to the Landlord	\$12,247.58
Plus daily compensation owing for each day of occupation starting May 20, 2026	\$34.37 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	